

TV ONE'S "DON'T WASTE YOUR PRETTY" SWEEPSTAKES

OFFICIAL RULES

- **NO PURCHASE NECESSARY. A purchase will not increase your chance of winning.**
- **DISPUTES RESOLVED BY BINDING ARBITRATION WITH NO CLASS RELIEF.**
- **THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK OR INSTAGRAM**

Important: Please read these rules before entering this Sweepstakes. By participating in this Sweepstakes, you agree to be bound by these Official Rules.

1. **SPONSOR:** The “Sponsor” is TV One, LLC, 1010 Wayne Avenue, 9th Floor, Silver Spring, Maryland 20910. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram.
2. **ELIGIBILITY:** The “Don’t Waste Your Pretty” Sweepstakes (the “Sweepstakes”) is open only to legal residents and who are physically located in one (1) of the fifty (50) United States or the District of Columbia, who are at least eighteen (18) years of age or older. Employees of Sponsor, their respective parents, affiliates, subsidiaries, advertising and promotion agencies, distributors and other prize suppliers, directors, officers, and each of their immediate family members (spouse, domestic partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren) and/or those living in the same household (whether legally related or not) of each are not eligible to enter the Sweepstakes or win. Void where prohibited by law.
3. **ENTRY PERIOD:** The Sweepstakes begins on Friday, February 19, 2021 and ends at 11:59 p.m. EST on February 21, 2021 (the “Entry Period”).
4. **HOW TO ENTER:** During the Sweepstakes Period, there is one (1) way to enter. Sweepstakes participants must use the following method of entry to receive one (1) entry into the Sweepstakes. Limit one (1) entry per person using only one (1) social media account throughout the Sweepstakes Period, regardless of method of entry (“Entry” or “Entries”). Entries received from any person or social media account in excess of the stated limitation will be void.

Instagram: Log on to your Instagram account, follow @demetriallucas and @tvonetv, and **post a photo with a caption explaining what *Don’t Waste Your Pretty* means to you.** Entries must include the hashtags #dontwasteyourpretty and #sweepstakes in your post to receive one (1) Entry. An Instagram account is required to enter via this entry method and can be opened for free at www.instagram.com or by downloading the Instagram application onto your smart phone from your appropriate app store. Entries on Instagram must be posted by **February 21, 2021 at 11:59pm EST** to be considered.

Please Note: The content of your social channel posts will not be judged and therefore will not increase or decrease your chances of winning the prize.

In the event of a dispute regarding the identity of a participant’s entry, the entry will be deemed to have been made by the authorized holder of the social media account at the time the entry was made.

If you choose to enter using your mobile phone, standard data rates may apply. See your wireless service provider for pricing plan details and capabilities.

Submitted entries must be “family friendly”, appropriate for all audiences, and must meet the below-listed Entry Requirements.

Please be aware that Instagram and Facebook in no way sponsor, endorse, administer, or are associated with this Sweepstakes.

ENTRY REQUIREMENTS: Entry may not contain, as determined by the Station, in its sole discretion, any content that:

- is sexually explicit or suggestive; violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group;
- defames, misrepresents or contains disparaging remarks about the Station and / or any sponsor, other people or companies;
- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission; contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission;
- contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
- contains look-alikes of celebrities or other public or private figures, living or dead;
- communicates messages or images inconsistent with the positive images and/or good will to which we wish to associate; and/or
- violates any law.

No entries will be accepted that do not follow Promotion Website instructions. All Entries must be received by the Sponsor within the Entry Period. An online entry is “received” when the Sponsor’s servers record the entry. Entries must comply with these Official Rules or be disqualified from the Sweepstakes at Sponsor’s sole and absolute discretion. If you change your contact information after you enter the Sweepstakes, it is your sole responsibility to update your information with the Sponsor. Entries will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. In the event of a dispute, the potential winner may be required to provide proof that he or she is the authorized holder of the identified e-mail account. Sponsor may run multiple campaigns, Sweepstakes, Contests or other promotions simultaneously. Entry into one (1) campaign, Sweepstakes or Contest does not constitute entry into any other.

5. **ODDS:** The odds of winning a Prize depend on the number of eligible entries received during the Sweepstakes Entry Period.
6. **WINNER SELECTION AND AWARDING OF PRIZES:** All Entries received during the Entry Period will be placed in a pool for random drawing Prize selection. **Fifty (50)** prizes will be awarded for the entire Sweepstakes. Winners will be selected by random drawing conducted by Sponsor's designated representative, whose decisions are final, on or about February 22, 2021, from among all eligible entries received during the Entry Period. Winner may be notified by phone, email or delivery carrier in Sponsor's sole discretion within approximately one (1) day of the drawing. Winner may be required to execute and notarize (where applicable) an affidavit of eligibility, liability release and publicity release (unless prohibited by law) and tax forms, which must be returned by the date appearing on Prize notification and will require Winner to provide his/her Social Security Number. In the event of noncompliance with this requirement, such Winner will be refused Prize and Prize may be forfeited. All prize claims, affidavits of eligibility and liability/publicity releases are subject to verification by Sponsor. If any prize notification or Sweepstakes communication is rejected or returned as undeliverable or if a potential winner cannot be reached after a reasonable attempt has been made by Sponsor (as determined by Sponsor in its sole discretion), such Winner may be disqualified and an alternate Winner

may be randomly selected. All federal, state, and local taxes on prizes and expenses not specified are the sole responsibility of the Winner. No more than the stated number of prizes will be awarded. All prizes legitimately claimed will be awarded. No transfers, prize substitutions or cash redemptions will be made, except at Sponsor's sole discretion. Sponsor reserves the right to substitute the stated prize with another prize of equal or greater value for any reason, including, without limitation, due to prize unavailability. No payment or any other consideration is required for Winner to redeem or obtain the Prize.

By entering the Sweepstakes, (except where prohibited by law) each entrant agrees that Sponsor and its promotional partners and third party marketing entities may use the entrant's name, picture, likeness, voice, biographical data, and/or any information contained in his/her entry in advertising, promotion, and marketing materials throughout the world, including on the internet, without additional compensation, notice, review, or approval.

If a Winner cannot or will not accept the Prize as stated, the Prize may be awarded to an alternate randomly-selected Winner. By participating in the Sweepstakes, entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor and/or Administrator, which are final and binding in all matters related to the Sweepstakes, including interpretation of these Official Rules and awarding of the prizes.

Sponsor will have complete discretion over interpretation of the Official Rules, of administration of the Sweepstakes, and of selection of the winner. Decisions of the Sponsor as to the selection of the winner will be final. The potential Winner will be notified by Direct Message by **February 22, 2021**. Notification is deemed to have occurred immediately upon sending of an e-mail, placing of a phone call, or two (2) days after mailing. A potential Winner who provides a P.O. Box may be required to provide an alternative address, causing a delay in notification and acceptance. If the potential Winner fails to respond prior to Wednesday, February 24, 2021 the prize may be forfeit.

Each potential winner may be required to submit an affidavit of eligibility / release of liability / prize acceptance agreement (the "**Prize Acceptance Release**"), and return same within the time period specified at notification before being eligible to receive his or her prize.

- 7. PRIZES AND VALUES:** Sponsor will award each Winner one (1) link in which to view the advanced screening of *Don't Waste Your Pretty*, to be held on Wednesday, February 24, 2021 with an approximate retail value ("ARV") of \$0.

Prizes are non-transferable, with no cash redemptions, equivalents or substitutions except at Sponsor's sole and absolute discretion. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion, and are subject to change. In the event that Sponsor is unable to provide the Winner with their prize, the Sponsor may elect to pay the Winner the ARV of the Prize, or award an alternate prize of comparable or greater value. All prizes are awarded "AS IS" and without warranty of any kind, express or implied. Winner will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prize(s). ARV of the prize is based on available information provided to Sponsor and may be reported for tax purposes as required by law. The Winner may be required to provide Sponsor with a valid social security number or tax identification number before the prize will be awarded for tax reporting purposes. An IRS Form 1099 may be issued in the name of Winner, or if a minor in the jurisdiction in which she or he resides, in the name of her/his parent or legal guardian, for the actual value of the prize received. Unclaimed prizes will be forfeited.

- 8. PRIVACY AND SWEEPSTAKES COMMUNICATIONS:** Personal information collected from entrants during the Sweepstakes is subject to Sponsor's Privacy Policy available at <https://urban1.com/privacy/>. By entering this Sweepstakes, you understand that Sponsor, its third party vendors, and its advertising or promotion agencies may use your personal information (including e-mail address) for administration of the Sweepstakes, the fulfillment of Prizes, for marketing purposes and to provide you with information about Sponsor's programs, products, services and special offers. You expressly consent to the use of your information by Sponsor and its advertising or promotion agencies for such purposes. By entering this

Sweepstakes you also agree to receive autodialed texts and understand that agreement to same is not a condition of participation in the Sweepstakes.

9. **PUBLICITY RELEASE:** Except where prohibited, by participating, you grant Sponsor permission to use your name, username, social networking name, photograph, voice, any other likeness, or comments for publicity purposes, in any and all media, now known or hereafter devised, without payment to you.
10. **INTELLECTUAL PROPERTY.** The Sweepstakes Official Rules, the Promotion Website, and all related web pages, content and code are the property of the Sponsor or authorized third parties. The copying of any of those materials, associated trademarks or any other intellectual property without the express written consent of its owner is strictly prohibited. By posting any content to the Promotion Website (“User Promotion Content”), you irrevocably: (a) Grant Sponsor a royalty-free, perpetual, non-exclusive, unrestricted, worldwide license to all rights in the User Promotion Content (e.g., copyright) together with all consents necessary to enable its exploitation by any means and in all media now known or hereafter devised, without payment or other reference to you or any other person, and to advertise such exploitation in perpetuity; and (b) Confirm that the User Promotion Content is original, does not violate any personal rights (e.g., defamation, privacy, false light, moral right, etc.) or any property rights (e.g., copyright, trademark, etc.) of any person/entity.
11. **RELEASE:** By participating in the Sweepstakes, you agree to release Sponsor, and the applicable parents, subsidiaries, affiliates, agents, distributors, licensors, licensees, representatives, attorneys, prize providers and advertising and promotion agencies, Facebook, Instagram, and each of their respective directors, officers, employees, agents, successors and assigns (“**Released Parties**”) from any claims, liability, costs, losses, damages or injuries of any kind arising out of or related to your participation in the Sweepstakes. You agree that the Released Parties: (A) have neither made nor will be responsible for any warranty, express or implied, in connection with the Sweepstakes (including Prizes); (B) and will not be responsible or liable for any injury that may be caused by the wrongful act of any other person or entity, including Promotion Website users, and by any cause whatsoever beyond the control of the Released Parties. You further understand and agree that all rights under Section 1542 of the Civil Code of California (“**Section 1542**”) and any similar law of any state or territory of the United States that may be applicable are hereby expressly and forever waived. You acknowledge that Section 1542 provides that: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”
12. **YOUR REPRESENTATIONS, WARRANTIES AND INDEMNITY:** You represent and warrant that you have read, understand and will follow the Official Rules. You further represent that you have the right to agree to these Official Rules. You agree to indemnify and hold the Released Parties harmless from and against any third party claim, to the extent relating to any breach of any representation, warranty or covenant made by you in your acceptance of these Official Rules.
13. **SUSPENSION / MODIFICATION / TERMINATION:** If Sponsor is prevented from continuing with the Sweepstakes by any event or cause beyond its control, e.g., events of nature, interference by humans or entities unrelated to Sponsor, acts of government, pandemic or widespread illness (each a “**Force Majeure**” event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Sweepstakes. If the Sweepstakes is terminated, the Sponsor, at its sole discretion, may select the potential Winner from all eligible entries received prior to termination.
14. **TAMPERING:** Sponsor will disqualify any individual that attempts to tamper with or undermine the legitimate operation of the Sweepstakes and reserves the right to seek damages (including attorneys’ fees) and other remedies from any such individual to the fullest extent permitted by law.

- 15. GOVERNING LAW / LIMITATION OF LIABILITY:** All issues concerning the Sweepstakes and these Official Rules shall be governed by California law, except for idea submission or implied contract claims based upon User Promotion Content that will be governed by New York law, without giving effect to any choice of law or conflict of law rules that would cause the application of any other state's laws.

BY ENTERING THE SWEEPSTAKES, YOU AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY CLAIMS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (2) UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN ANY AWARD FOR PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (3) YOU IRREVOCABLY WAIVE ANY RIGHT TO SEEK EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

- 16. DISPUTE RESOLUTION:** To the fullest extent permissible by law, with the exception of disputes pertaining to Sponsor's intellectual property rights, ANY DISPUTE BETWEEN YOU AND SPONSOR RELATING TO THE SWEEPSTAKES SHALL BE REFERRED TO AND FINALLY RESOLVED THROUGH **BINDING ARBITRATION** ADMINISTERED BY JAMS UNDER THE JAMS STREAMLINED ARBITRATION RULES AND PROCEDURES ON AN INDIVIDUAL BASIS WITH **NO CLASS RELIEF**. This clause shall be construed as a "written agreement to arbitrate" pursuant to the Federal Arbitration Act.

- 17. NAME OF WINNER/OFFICIAL RULES REQUESTS:** To receive the name of the Winner, send a stamped self-addressed envelope to: "Sweepstakes Winners List" (Attn: Head of Business & Legal Affairs). Please indicate which Sweepstakes winners list you are requesting (i.e., the name of this Sweepstakes). For a copy of these Official Rules, send a legal-size, self-addressed, stamped envelope to: "Sweepstakes Official Rules", TV One, LLC, 1010 Wayne Avenue, 9th Floor, Silver Spring, MD 20910 (Attn: Business & Legal Affairs) prior to the end of the Entry Period. Please indicate which Sweepstakes Official Rules you are requesting (i.e., the name of the Sweepstakes). Vermont residents may omit return postage with Official Rules requests.

MISCELLANEOUS: The invalidity of any provision of these Official Rules or the Prize Acceptance Release will not affect the validity of any other provision. In the event that any provision of the Official Rules or the Prize Acceptance Release is determined to be unenforceable, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid provision were not contained here. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver. Sponsor and its respective parent, affiliate and subsidiary companies, agents, and representatives are not responsible for any typographical or other errors in the administration of the Sweepstakes, including, but not limited to, errors in any printing or posting of these Official Rules, the selection and announcement of any winner, or the distribution of any prize. You agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience and will not be deemed to affect the meaning of this document. By entering the Sweepstakes, you accept Sponsor's **Privacy Policy** (<https://urban1.com/privacy/>) and **Terms of Use** (<https://urban1.com/terms-of-service/>) each as posted on the Promotion Website. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on the Promotion Website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control.